NOTICE OF AGENDA
GRANITE SHOALS CITY COUNCIL
REGULAR CALLED MEETING

TUESDAY, AUGUST 12, 2025 AT 6:00 PM

City of Granite Shoals City Hall, 2221 N. Phillips Rd., Granite Shoals, TX 78654
Phone (830) 598-2424 Fax (830) 598-6538 ● www.graniteshoals.org

AGENDA

Livestream:https://youtube.com/live/DcIsL2RFUfQ?feature=share

1. **Budget Workshop - 4:00PM - 6:00PM**

   Discuss the City budget and planning for FY 2025-2026.
   No action will be taken.

2. **Call to Order/ Roll Call/ Welcome**

   Invocation

   Pledge of Allegiance, Pledge to Texas Flag

3. **Citizen Comments**

   In accordance with the Open Meetings Act, City Council is prohibited from acting or discussing (other than factual responses to specific questions) any items not on the agenda.

4. **Items of Community Interest**

   September 10th ~ 10am-3pm - Blood Drive @ City Hall

5. **Presentations**

   5.a. Ten-year service recognition

   5.b. Beautification Advisory Group report

6. **Consent Agenda**

   6.a. Discuss and consider approval of meeting minutes from July 22, 2025.

7. **Action Items**

   7.a. Discuss, consider, and take appropriate action regarding Planning and Zoning Commission applications and appointments.

   7.b. Discuss, consider, and take appropriate action regarding Board of Adjustments Commission applications and appointments.

   7.c. Discuss, consider, and take appropriate action regarding City Council meeting dates for the months of October, November, and December 2025.

7.d. Discuss, consider, and take appropriate action regarding Ordinance 876 - 2025 Fireworks Amendment

7.e. Discuss and consider accepting the submission from Burnet County Appraisal of the Calculated 2025 Tax Rate Calculation Worksheet (form 50-856) and the submission of the Certification on the 2025 Appraisal Roll for the City of Granite Shoals.

7.f. Discuss, consider, and take appropriate action on setting the proposed tax rate for FY 2025-2026. (Roll Call Vote)

7.g. Discuss, consider, and take appropriate action on setting the Notice of Tax Rate Hearing and Budget Hearing for FY 2025 - 2026 budget.

7.h. Discuss, consider, and take appropriate action regarding approval of the interlocal agreement of Burnet County Emergency Services District No. 3 and the City of Granite Shoals, Texas.

8. Executive Session (Closed to the Public)

The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any matters listed on the agenda, as authorized by Texas Government Code Sections 551.071 (consultation with attorney), 551.072 (deliberations about real property), 551.073 (deliberations about gifts and donations), 551.074 (personnel matters), 551.076 (deliberations about security devices), 551.087 (economic development), and/or 418.183 (homeland security).

9. Future Agenda Items

10. Adjournment

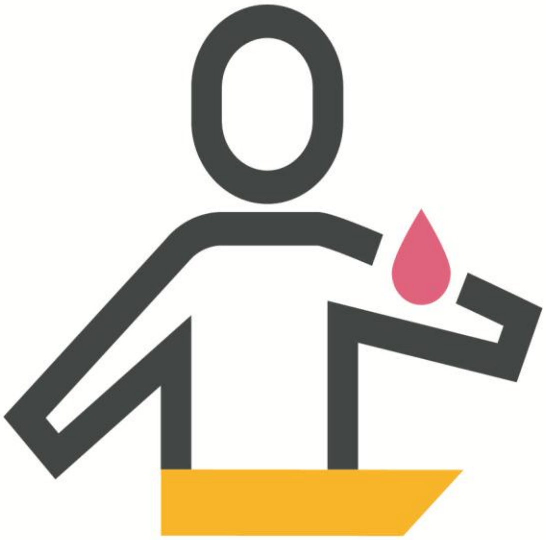
CERTIFICATION

IT IS HEREBY CERTIFIED that the foregoing agenda has been posted on both the indoor bulletin board and outdoor notice board of Granite Shoals City Hall on or before 6:00 PM on the 8th day of August, 2025. Requests for accommodations or interpretive services must be made 8 hours prior to this meeting. Please contact the City Secretary at (830) 598-2424 for further information.

____

Dawn Wright, City Secretary

This Notice and Meeting Agenda, and the Agenda Packet, are posted online at www.graniteshoals.org



Replenish the supply to save a life.

Blood Drive: City Hall – Granite Shoals

Wednesday, September 10 | 10 AM – 3 PM
222 N. Phillips Ranch Road, Granite Shoals

DONORS IN SEPTEMBER RECEIVE:

Free donor gift: Clear Blood Donor Tote Bag

Free blood type testing

BSWH Employees may receive credit towards Donor Day Off benefit

REMEMBER: Photo ID is required to donate; donors 18 or younger are required to provide proof of age.

BaylorScott&White
BLOOD CENTER

To donate:
877.724.HERO (4376)
BSWBlood.com

NOTICE OF AGENDA
GRANITE SHOALS CITY COUNCIL
REGULAR CALLED MEETING

TUESDAY, JULY 22, 2025 AT 6:00 PM

City of Granite Shoals City Hall, 2221 N. Phillips Rd., Granite Shoals, TX 78654
Phone (830) 598-2424 Fax (830) 598-6538 ● www.graniteshoals.org

MINUTES

1. Budget Workshop - 5:00PM - 6:00PM

1.a. Discuss the City budget and planning for FY 2025-2026.
No action will be taken.

The meeting was called to order at 5:05 PM.
The meeting adjourned at 6:00pm

2. Call to Order/ Roll Call/ Welcome

The meeting was called to order at 6:08 PM.
Moved by Catherine Bell; seconded by Brian Edwards to excuse the absence of Steve Hougen.
Motion Passed: 6 - 0
Voting For: Ron Munos, Brian Edwards, Mike Pfister, Judy Salvaggio, Michael Berg, Catherine Bell
Voting Against: None

Invocation

Given by Pastor Jeff Garner.

Pledge of Allegiance, Pledge to Texas Flag

3. Citizen Comments

In accordance with the Open Meetings Act, City Council is prohibited from acting or discussing (other than factual responses to specific questions) any items not on the agenda.

Patti Scott - 809 Shorewood Dr. - Spoke against allowing fireworks in the city limits.

- "The City Council's responsibility is to protect the public safety of its citizens, the property, as well as … the city disturbance."

Lee Webber - 507 Contour - Spoke against allowing fireworks in the city limits

- “The National Fire Protection Association says there is no way to safely handle consumer fireworks.”

4. Items of Community Interest

- Chiefs Ortiz and Campbell were recognized by the Council and citizens for their tireless response to recent emergencies and overall leadership.

- HCHS Vaccine Clinic at Quarry Park on July 26th - 8:00am - 11:00am
- Storm Debris Drop-Off - Open 10am-3pm M-F

5. Presentations

5.a. TPWD survey and meeting results for Quarry Park Grant

Tom Brown, MRP Group, presented results from public input and the grant application process.
Community Input Efforts

- Survey period: June 26 – July 18 (125 responses)
- Public meetings: July 7, 10, 15 (39 total attendees)

Survey & Meeting Priorities, Consensus Top Needs:

- Restrooms (top priority)
- Splash pad (survey) / Amphitheater (meetings)
- Trails with interpretive signage
- Playground expansion with shade
- Butterfly/hummingbird landscaping along trails
- Covered picnic tables

Grant Details

- $750,000 matching grant; Application deadline: August 1, 2025.
- Awards: January 2026; contracts issued by March/April.
- Ranked on planning thoroughness, public involvement, and meeting state recreation plan priorities.
- Maintenance Commitment: If funded, the city is obligated to maintain improvements for 25 years.
- Elements and budget can be adjusted with Parks and Wildlife approval.

Council Q&A/Discussion Points

- Clarified maintenance obligations and phased project implementation.

5.b. Chapter 40 Work Group Update

- Two meetings were held to design surveys for business and citizen stakeholders.
- The next meeting is scheduled for Thursday (July 24, 2025).

6. Reports

6.a. Monthly Department Reports

7. Consent Agenda

7.a. Discuss and consider approval of meeting minutes from July 8, 2025.

Moved by Catherine Bell; seconded by Judy Salvaggio to Approve minutes from July 8, 2025.
Motion Passed: 6 - 0
Voting For: Ron Munos, Brian Edwards, Mike Pfister, Judy Salvaggio, Michael Berg, Catherine Bell
Voting Against: None

8. Public Hearings

8.a. Conduct a public hearing to discuss and consider existing allowed uses within the General Business (GB-2) Zoning District located in the City of Granite Shoals Code of Ordinances, Chapter 40 Zoning and potential amendments thereto.

Public Hearing opened at 6:38pm.
Jason Schmer (Granite Mountain Development) presented economic rationale:

- Self-storage generates ~60% of proposed development revenue; without it, the project is not financially viable based on risk/reward.
- Retail-only scenario yields a 3.5% return on capital, less than CD rates (4%); combined project would yield ~24.5% return.
- Tax revenue projections: Restaurant would bring ~$1.2M in sales/year; self-storage would increase property taxes from $1,700 to $20k–$30k.

Citizen & Council Concerns:

- Opening GB2 to self-storage would enable it throughout all similar zones, affecting city aesthetics and long-term development vision, particularly along SH-1431 (the city's key development corridor).
- Citizens Libby Edwards and Robin Ruff advocated prioritizing retail and beautification; worried about undesirable "row of storage units."

Stan Schmer, developer rebuttal:

- Physical limitations, setbacks, and limited contiguous property would curtail proliferation of storage units.

The possibility was raised of allowing use via conditional use permit rather than right; this would give the council more oversight per project.
Public Hearing closed at 6:51pm

8.b. Conduct a public hearing to discuss and consider a request to rezone the rear portion of lot 265-A, located at 1204 N. Phillips Ranch Road from Mobile Home-1 to General Business GB-1.

Public Hearing opened at 6:51pm.

- Chris Kelleher, seeking to rezone rear portion from Mobile Home One (MH1) to General Business One (GB1).
- Purpose: Consolidate the full lot for commercial operation (boat readiness/service business).

Public Hearing closed at 6:53pm.

9. Action Items

9.a. Discuss, consider and take appropriate action regarding the recommendation to amend the General Business (GB-2) Zoning District by adding Climate-Controlled Self-Storage to the City of Granite Shoals Code of Ordinances, Chapter 40 Zoning as an allowed use.

Moved by Brian Edwards; seconded by Judy Salvaggio to not amend GB2 zoning to allow climate-controlled self-storage as a permitted use.
Motion Passed: 6 - 0
Voting For: Ron Munos, Brian Edwards, Mike Pfister, Judy Salvaggio, Michael Berg, Catherine Bell
Voting Against: None

9.b. Discuss, consider and take appropriate action regarding the request to rezone the rear portion of lot 265-A, located at 1204 N. Phillips Ranch Road from Mobile Home-1 to General Business GB-1.

Moved by Catherine Bell; seconded by Judy Salvaggio to approve the rezoning of Lot 265-A from MH-1 to GB-1.
Motion Passed: 6 - 0
Voting For: Ron Munos, Brian Edwards, Mike Pfister, Judy Salvaggio, Michael Berg, Catherine Bell
Voting Against: None

9.c. Discuss, consider, and take appropriate action regarding Wildlife and Airport Advisory Committee applications and possible appointments.

Airport applicant - Mark Fessler
Wildlife applicant - Matthew Campbell
Moved by Mike Pfister; seconded by Judy Salvaggio to approve the appointments of the applicants to the Wildlife and Airport Committees.
Motion Passed: 6 - 0
Voting For: Ron Munos, Brian Edwards, Mike Pfister, Judy Salvaggio, Michael Berg, Catherine Bell
Voting Against: None

9.d. Discuss, consider, and take appropriate action regarding an LCRA Grant for Lakeview Park requesting City Council approval for submitting a second bid, for $50,000, to bundle the fishing pier with a 16'X'24' pavilion, additional picnic tables, new park entrance sign, and parking area to complete the park conceptual plan.

Presentation by Graham Fisher:

- Outlined the grant mechanics, importance of collaboration, efforts to match in-kind contributions, possible scenarios for multi-tiered grants ($25k, $50k, up to $100k).
- Described challenges with location access, ADA, and long-term maintenance (city has full responsibility under a 15-year lease).
- Council debated merits of fishing pier (limited access, poor fishing due to waves, high maintenance on lease land, possible loss at lease expiration) versus spending on Quarry Park or other city priorities.
- Discussion of revenue potential for the pavilion (rentals for picnics, weddings).
- Staff clarified that the current LCRA lease prohibits income rental from the site.

Moved by Mike Pfister; seconded by Catherine Bell to postpone and take no action on the grant proposal.
Motion Passed: 6 - 0

Voting For: Ron Munos, Brian Edwards, Mike Pfister, Judy Salvaggio, Michael Berg, Catherine Bell
Voting Against: None

9.e. Discuss, consider, and take appropriate action regarding possible amendments to Ordinance 850- Fireworks and Burn Ban.

- The ban is difficult and resource-intensive to enforce, but supported by public safety priorities (overgrown lots, emergency resources, impacts on pets & wildlife).
- Proposed city-sponsored professional fireworks show as an alternative; discussion deferred for future consideration.
- Input from Chief Campbell and Chief Ortiz: Enforcement relies on witnesses and will require extra staffing, but both chiefs prefer repealing the current permissive ordinance due to fire risk.
- Noted challenges with enforcement regarding Airbnbs/short-term rentals; intent to require hosts to notify renters and post in-home signage regarding the fireworks ban.

Moved by Michael Berg; seconded by Mike Pfister to instruct the City Attorney to draft an ordinance banning all consumer fireworks within city limits.
Motion amended to add: with the exception of permitted/licensed professionals and coordination with short-term rental (Airbnb) hosts for notification and signage.

Moved by Catherine Bell; seconded by Judy Salvaggio to approve amended motion.
Motion Passed: 6 - 0
Voting For: Ron Munos, Brian Edwards, Mike Pfister, Judy Salvaggio, Michael Berg, Catherine Bell
Voting Against: None

Moved by Mike Pfister; seconded by Catherine Bell to instruct the City Attorney to draft an ordinance banning all consumer fireworks within city limits with the exception of permitted/licensed professionals and coordination with short-term rental (Airbnb) hosts for notification and signage.
Motion Passed: 6 - 0
Voting For: Ron Munos, Brian Edwards, Mike Pfister, Judy Salvaggio, Michael Berg, Catherine Bell
Voting Against: None

10. Executive Session (Closed to the Public)

The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any matters listed on the agenda, as authorized by Texas Government Code Sections 551.071 (consultation with attorney), 551.072 (deliberations about real property), 551.073 (deliberations about gifts and donations), 551.074 (personnel matters), 551.076 (deliberations about security devices), 551.087 (economic development), and/or 418.183 (homeland security).

The Council adjourned to executive session at 7:45pm.
The Council reconvened the open session at 8:09pm.

10.a. Executive Session – Enter into executive session regarding economic development negotiations for business prospects the City seeks to have locate, stay, or expand within the City pursuant to Texas Government Code Section 551.087. No action will be taken in executive session; action, if any, will be taken in open session.

10.b. Executive Session – Enter into executive session to consult with attorney to seek advice on legal matters pursuant to Texas Government Code Section 551.071 and to deliberate the sale of real property pursuant to Texas Government Code Section 551.072. No action will be taken in the executive session; action, if any, will be taken in open session.

a. Discuss potential sale of Hoover Valley Water Assets.

11. Future Agenda Items

- The next budget meeting confirmed with a start time of 4:00 PM instead of 5:00 PM.
- The Airport Committee slab project
- Fireworks Ordinance
- ESD 3 Contract
- Commission Appointments
- STR updates - Kevin

12. Adjournment

With no further business or discussion, Mayor Munos adjourned the meeting at 8:09pm.

CERTIFICATION

I hereby certify that the above minutes are true and correct from the City Council meeting of July 22, 2025.

Mayor Ron Munos ________________________________

Attest:
Dawn Wright - City Secretary ________________________________

CURRENT		APPLICANTS
Planning and Zoning Commission (7 members)		
Shannon Wilson- CHAIR		Shannon Wilson
Anita Hisey		Anita Hisey
Libby Edwards		Libby Edwards
Pete Borths		Forest Henson
Paul Fletcher - Vice Chair		Pete Borths
Forest Henson - Secretary		Elvin Randell
		Mike Zagger
		Charles (Tony) Eldeen
		Jeff Kahl

City Code of Ordinances

Division 3 Planning and Zoning Commission

§ 2-75. Organization.

(a) There is created in section 9.01 of the city Charter the city planning and zoning commission. The commission shall consist of at least seven members who shall be appointed by the city council. Any vacancy occurring during the unexpired term of a member shall be filled by the city council for the remainder of the unexpired term. The commission shall elect from its members a chairman, vice-chairman, and secretary to serve for two years beginning in the month following the general city election in odd numbered years. Members of the commission may be removed, with or without cause, by an affirmative vote of a majority of the full membership of the city council.

(b) The commission members will be appointed by the city council to staggered terms in accordance with the existing zoning ordinance. Three members will be appointed on odd numbered years and four will be appointed on even numbered years. The council intends to appoint members that are a broad representation of the community.

(c) Members must be qualified city voters and shall serve for a term of two years. A member may be reappointed as desired by the city council. Any vacancy occurring during the unexpired term of a member will be filled by appointment by the city council for the remainder of the unexpired term.

(d) A term shall begin on June 1 and shall end on May 31 of the following year. Upon the expiration of a term, each commission member shall hold over into the subsequent term until such time that the city council either re-appoints that member or appoints a replacement.

CURRENT		APPLICANTS
Board of Adjustment Commission (5 members)		
Ted Gulden - CHAIR		Ted Gulden
Stephen Carter - ASST. CHAIR		Stephen Carter
Bill Farr		Bill Farr
Ryan McMahon		Ryan McMahon
Greg Wright		Greg Wright
Don Bryant		Elvin Randell
		Charles (Tony) Eldeen

City Code of Ordinances

Division 2 Board of Adjustments

§ 2-64. Members; organization; meetings.

(a) Members.

(1) The board shall consist of no fewer than five nor more than seven property owners or residents who are appointed by the city council to staggered terms. Three members will be appointed on odd numbered years and no fewer than two nor more than four members will be appointed on even-numbered years. A term shall begin on June 1st and shall end on May 31st of the second year following. Upon the expiration of a term, each commission member shall hold over into the subsequent term until such time that the city council either reappoints that member or appoints a replacement.

(2) In addition, the city council may:

a. Appoint two alternate members of the board, one in even-numbered years and the other in odd-numbered years, who shall serve in the absence of one or more of the regular members, and who shall serve the same period as the regular members, and any vacancy shall be filled in the same manner and they shall be subject to removal the same as the regular members;

b. Remove members for cause upon written charges and after public hearing; and

c. Fill vacancies for the expired or unexpired term of any member, whose position becomes vacant for any cause, in the same manner as the original appointment was made. Board members may be appointed to succeed themselves.

City Council
STAFF REPORT

Subject:	Discuss, consider, and take appropriate action regarding City Council meeting dates for the months of October, November, and December 2025.
Date:	August 12, 2025
Submitted by:	Ron Munos, Mayor
Department:	Council and Board

Background:

The regularly scheduled meetings for the months of October, November, and December are as follows:

- October 14th and 28th
- November 11th and 25th
- December 9th and 23rd

Conflicts with some of the dates may require a change in the meeting date or cancellation of the meeting.

- October 28th - Council and Administration at TML Conference
- November 11th - Veterans Day Holiday
- November 25th - Two days prior to Thanksgiving
- December 23rd - Two days prior to Christmas

Recommendation:

It is advisable for the City Council to review each of these dates and consider selecting an alternative date and time or canceling the meeting.

Fiscal Impact:

Attachments:

1. October to December Calendar

October

2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2 Airport Mtg 3PM Parks Mtg 6PM	3	4
5	6 Wildlife Mtg 6PM	7 P & Z Mtg 6PM **Granite Shoals Night Out**	8	9	10	11
12	13	14 **Council 6pm**	15	16	17	18
19	20	21	22	23	24	25
26	27	28 TML Conference **Council 6pm**	29 TML Conference	30 TML Conference	31 TML Conference TRUNK or TREAT	

November

2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 Wildlife Mtg 6PM	4 P & Z Mtg 6PM	5	6 Airport Mtg 3PM Parks Mtg 6PM	7	8
9	10	11 **Veterans Day (Closed)** **Council 6pm**	12	13	14	15
16	17	18	19	20	21	22
23	24	25 **Council 6pm**	26	27 **THANKSGIVING (Closed)**	28 **(City Hall Closed)**	29
30						

December

2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 Wildlife Mtg 6PM	2 P & Z Mtg 6PM	3	4 Airport Mtg 3PM Parks Mtg 6PM	5	6
7	8	9 **Council 6pm**	10	11	12	13
14	15	16	17	18	19	20
21	22	23 **Council 6pm**	24	25 **Christmas Day (Closed)**	26 **(City Hall Closed)**	27
28	29	30	31			

Ordinance No. 876

"2025 Amended Fireworks Ordinance"

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRANITE SHOALS, TEXAS, AMENDING CHAPTER 18 (FIRE PREVENTION), SECTION 18-95 (EXCEPTIONS) OF THE GRANITE SHOALS CODE OF ORDINANCES; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT, SAVINGS, SEVERABILITY, REPEALER, EFFECTIVE DATE, AND PROPER NOTICE AND MEETING.

WHEREAS, the City of Granite Shoals, Texas (the "City") adopted Ordinance 437 on August 9, 2005, which has been subsequently amended, including by Ordinance 850 on October 12, 2023, to regulate the sale and discharge of fireworks within the city limits of the City of Granite Shoals; and

WHEREAS, section 217.042 of the Texas Local Government Code permits a home-rule municipality to define and prohibit any nuisance within the limits of the municipality and within 5,000 feet outside the limits; and

WHEREAS, the City finds that the use or sale of fireworks in the City limits, except as authorized in this ordinance, constitutes a nuisance and can lead to health and safety hazards within the City; and

WHEREAS, only with appropriate precautions and limitations, the safe display of fireworks may be part of the celebration of these holidays; and

WHEREAS, after due consideration, the Council finds that the following amendments are in the best interest of the health, safety, and welfare of the citizens of Granite Shoals and of the public generally;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRANITE SHOALS, TEXAS:

SECTION I. FINDINGS OF FACT

All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION II. AMENDMENT

Chapter 18 (Fire Prevention), Article V (Fireworks) of the City of Granite Shoals Code of Ordinances is hereby amended as follows:

"Article V. Fireworks

…

Sec. 18-95. Exceptions

The following exceptions apply to section 18-92, section 18-93, and section 18-94 of this code:

01333882;1

(1) It shall not be an offense under this code for the city or a person or entity expressly permitted to do so by the city to provide a public display of fireworks. The city manager requires the demonstration of any applicable licensing and insurance for such persons seeking a permit for the public display of fireworks.

(2) Signage is required in any hotel, motel, or short term rental property, as that term is defined in Section 40-2 of the Code of Ordinances, instructing guests in such properties that fireworks are prohibited in the City of Granite Shoals, and that violation of this ordinance provision may result in conviction of a misdemeanor with a penalty not to exceed $1,000.00 for each offense, with each day of violation constituting a separate offense. Such signage must be placed in a conspicuous location visible to the guest, and must be included in any instructions provided to the guest.

~~(2) It shall not be an offense under this article V for any person to possess or transport set off or use fireworks, as defined in section 18-91 of this article, at any time of the year, or to set off or use fireworks on private property with the permission of the property owner solely during the following dates and times unless a burn ban has been implemented by the City pursuant to Section 18-75 of the Code of Ordinances:~~

~~(A) December 31st beginning at 1:00 p.m. until 1:00 a.m. on January 1st of the next calendar year; and~~

~~(B) July 4th beginning at 1:00 p.m. until 11pm 1:00 a.m. on July 5th of the same day calendar year.~~

~~(C) It shall be an offense under this article V for any person to set off or use fireworks at any other time without the express permission of the city, or to set off or use fireworks during a time in which a burn ban has been implemented by the City pursuant to Section 18-75 of the Code of Ordinances.~~

SECTION III. SAVINGS

The repeal of any ordinance or part of ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the City under any section or provisions of any ordinances at the time of passage of this Ordinance.

SECTION IV. SEVERABILITY

Should any sentence, paragraph, subdivision, clause, phrase, or section of this Ordinance be adjusted or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance in whole or any part or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional.

SECTION V. REPEALER

The provisions of this Ordinance shall be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent or in conflict with any of the provisions of this Ordinance are hereby expressly repealed to the extent that such inconsistency is apparent. This Ordinance shall not be construed to require or allow any act that is prohibited by any other ordinance.

SECTION VI. EFFECTIVE DATE

This Ordinance shall take effect immediately from and after its passage and publication as may be required by law.

SECTION VII. PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at that this Ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED this ___ day of August, 2025.

____
Ron Munos
Mayor

ATTEST:

____
Dawn Wright,
City Secretary

APPROVED AS TO FORM:

____
Joshua Katz,
City Attorney

2025 Tax Rate Calculation Worksheet
Taxing Units Other Than School Districts or Water Districts

Form 50-856

City of Granite Shoals
Taxing Unit Name

(830) 598-2424
Phone *(area code and number)*

2221 NORTH PHILLIPS RANCH RD, GRANITE SHOALS, TX, 78654-2019
Taxing Unit's Address, City, State, ZIP Code

www.graniteshoals.org
Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per $100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements.*

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet.*

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet		Amount/Rate
1.	**Prior year total taxable value.** Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17).[1]		$ 1,310,814,347
2.	**Prior year tax ceilings.** Counties, cities and junior college districts. Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision last year or a prior year for homeowners age 65 or older or disabled, use this step.[2]		$ 255,985,197
3.	**Preliminary prior year adjusted taxable value.** Subtract Line 2 from Line 1.		$ 1,054,829,150
4.	**Prior year total adopted tax rate.**		$ 0.5417 /$100
5.	**Prior year taxable value lost because court appeals of ARB decisions reduced the prior year's appraised value.**		
	A. **Original prior year ARB values:**	$ 11,889,116	
	B. **Prior year values resulting from final court decisions:**	- $ 10,894,115	
	C. **Prior year value loss.** Subtract B from A.[3]		$ 995,001
6.	**Prior year taxable value subject to an appeal under Chapter 42, as of July 25.**		
	A. **Prior year ARB certified value:**	$ 3,650,279	
	B. **Prior year disputed value:**	- $ 182,513	
	C. **Prior year undisputed value.** Subtract B from A.[4]		$ 3,467,766
7.	**Prior year Chapter 42 related adjusted values.** Add Line 5C and Line 6C.		$ 4,462,767

[1] Tex. Tax Code §26.012(14)
[2] Tex. Tax Code §26.012(14)
[3] Tex. Tax Code §26.012(13)
[4] Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
8.	**Prior year taxable value, adjusted for actual and potential court-ordered adjustments.** Add Line 3 and Line 7.	$ 1,059,291,917
9.	**Prior year taxable value of property in territory the taxing unit deannexed after Jan. 1, 2024.** Enter the prior year value of property in deannexed territory. [5]	$ 0
10.	**Prior year taxable value lost because property first qualified for an exemption in the current year.** If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value.	
	A. **Absolute exemptions.** Use prior year market value: $ 61,355	
	B. **Partial exemptions.** Current year exemption amount or current year percentage exemption times prior year value: + $ 150,664	
	C. **Value loss.** Add A and B. [6]	$ 212,019
11.	**Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/ scenic appraisal or public access airport special appraisal in the current year.** Use only properties that qualified for the first time in the current year; do not use properties that qualified in the prior year.	
	A. **Prior year market value:** $ 0	
	B. **Current year productivity or special appraised value:** - $ 0	
	C. **Value loss.** Subtract B from A. [7]	$ 0
12.	**Total adjustments for lost value.** Add Lines 9, 10C and 11C.	$ 212,019
13.	**Prior year captured value of property in a TIF.** Enter the total value of the prior year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the prior year taxes were deposited into the tax increment fund. [8] If the taxing unit has no captured appraised value in line 18D, enter 0.	$ 0
14.	**Prior year total value.** Subtract Line 12 and Line 13 from Line 8.	$ 1,059,079,898
15.	**Adjusted prior year total levy.** Multiply Line 4 by Line 14 and divide by $100.	$ 5,737,035
16.	**Taxes refunded for years preceding the prior tax year.** Enter the amount of taxes refunded by the taxing unit for tax years preceding the prior tax year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year. [9]	$ 5,965
17.	**Adjusted prior year levy with refunds and TIF adjustment.** Add Lines 15 and 16. [10]	$ 5,743,000
18.	**Total current year taxable value on the current year certified appraisal roll today.** This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. [11]	
	A. **Certified values:** $ 1,360,294,808	
	B. **Counties:** Include railroad rolling stock values certified by the Comptroller's office: + $ 0	
	C. **Pollution control and energy storage system exemption:** Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - $ 0	
	D. **Tax increment financing:** Deduct the current year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the current year taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below. [12] - $ 0	
	E. **Total current year value.** Add A and B, then subtract C and D.	$ 1,360,294,808

[5] Tex. Tax Code §26.012(15)
[6] Tex. Tax Code §26.012(15)
[7] Tex. Tax Code §26.012(15)
[8] Tex. Tax Code §26.03(c)
[9] Tex. Tax Code §26.012(13)
[10] Tex. Tax Code §26.012(13)
[11] Tex. Tax Code §26.012, 26.04(c-2)
[12] Tex. Tax Code §26.03(c)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	**Total value of properties under protest or not included on certified appraisal roll.** [13] **A. Current year taxable value of properties under protest.** The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. [14] .... $ 49,906,439 **B. Current year value of properties not under protest or included on certified appraisal roll.** The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. [15] .... + $ 0 **C. Total value under protest or not certified.** Add A and B.	$ 49,906,439
20.	**Current year tax ceilings.** Counties, cities and junior colleges enter current year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in the prior year or a previous year for homeowners age 65 or older or disabled, use this step.[16]	$ 296,816,438
21.	**Current year total taxable value.** Add Lines 18E and 19C. Subtract Line 20. [17]	$ 1,113,384,809
22.	**Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year.** Include both real and personal property. Enter the current year value of property in territory annexed. [18]	$ 0
23.	**Total current year taxable value of new improvements and new personal property located in new improvements.** New means the item was not on the appraisal roll in the prior year. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, of the prior year and be located in a new improvement. New improvements **do** include property on which a tax abatement agreement has expired for the current year. [19]	$ 28,508,165
24.	**Total adjustments to the current year taxable value.** Add Lines 22 and 23.	$ 28,508,165
25.	**Adjusted current year taxable value.** Subtract Line 24 from Line 21.	$ 1,084,876,644
26.	**Current year NNR tax rate.** Divide Line 17 by Line 25 and multiply by $100. [20]	$ 0.5293 /$100
27.	**COUNTIES ONLY.** Add together the NNR tax rates for each type of tax the county levies. The total is the current year county NNR tax rate. [21]	$ 0.0000 /$100

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

1. **Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
2. **Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	**Prior year M&O tax rate.** Enter the prior year M&O tax rate.	$ 0.3939 /$100
29.	**Prior year taxable value, adjusted for actual and potential court-ordered adjustments.** Enter the amount in Line 8 of the *No-New-Revenue Tax Rate Worksheet.*	$ 1,059,291,917

[13] Tex. Tax Code §26.01(c) and (d)
[14] Tex. Tax Code §26.01(c)
[15] Tex. Tax Code §26.01(d)
[16] Tex. Tax Code §26.012(6)(B)
[17] Tex. Tax Code §26.012(6)
[18] Tex. Tax Code §26.012(17)
[19] Tex. Tax Code §26.012(17)
[20] Tex. Tax Code §26.04(c)
[21] Tex. Tax Code §26.04(d)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
30.	**Total prior year M&O levy.** Multiply Line 28 by Line 29 and divide by $100	$ 4,172,550
31.	**Adjusted prior year levy for calculating NNR M&O rate.** **A. M&O taxes refunded for years preceding the prior tax year.** Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2024. This line applies only to tax years preceding the prior tax year. + $ 3,940 **B. Prior year taxes in TIF.** Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no current year captured appraised value in Line 18D, enter 0. – $ 0 **C. Prior year transferred function.** If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- $ 0 **D. Prior year M&O levy adjustments.** Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. $ 3,940 **E.** Add Line 30 to 31D.	$ 4,176,490
32.	**Adjusted current year taxable value.** Enter the amount in Line 25 of the *No-New-Revenue Tax Rate Worksheet.*	$ 1,084,876,644
33.	**Current year NNR M&O rate (unadjusted).** Divide Line 31E by Line 32 and multiply by $100.	$ 0.3849/$100
34.	**Rate adjustment for state criminal justice mandate.** [23] **A. Current year state criminal justice mandate.** Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. $ 0 **B. Prior year state criminal justice mandate.** Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. – $ 0 **C.** Subtract B from A and divide by Line 32 and multiply by $100. $ 0.0000/$100 **D.** Enter the rate calculated in C. If not applicable, enter 0.	$ 0.0000/$100
35.	**Rate adjustment for indigent health care expenditures.** [24] **A. Current year indigent health care expenditures.** Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state assistance received for the same purpose. $ 0 **B. Prior year indigent health care expenditures.** Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2023 and ending on June 30, 2024, less any state assistance received for the same purpose. – $ 0 **C.** Subtract B from A and divide by Line 32 and multiply by $100. $ 0.0000/$100 **D.** Enter the rate calculated in C. If not applicable, enter 0.	$ 0.0000/$100

[22] [Reserved for expansion]
[23] Tex. Tax Code §26.044
[24] Tex. Tax Code §26.0441

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
36.	**Rate adjustment for county indigent defense compensation.** [25] **A. Current year indigent defense compensation expenditures.** Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, of the prior tax year and ending on June 30,of the current tax year, less any state grants received by the county for the same purpose.......... $ 0 **B. Prior year indigent defense compensation expenditures.** Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2023 and ending on June 30, 2024, less any state grants received by the county for the same purpose......................... $ 0 **C.** Subtract B from A and divide by Line 32 and multiply by $100.. $ 0.0000 /$100 **D.** Multiply B by 0.05 and divide by Line 32 and multiply by $100.. $ 0.0000 /$100 **E.** Enter the lesser of C and D. If not applicable, enter 0.	$ 0.0000 /$100
37.	**Rate adjustment for county hospital expenditures.** [26] **A. Current year eligible county hospital expenditures.** Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year... $ 0 **B. Prior year eligible county hospital expenditures.** Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2022 and ending on June 30, 2023. .... $ 0 **C.** Subtract B from A and divide by Line 32 and multiply by $100.. $ 0.0000 /$100 **D.** Multiply B by 0.08 and divide by Line 32 and multiply by $100.. $ 0.0000 /$100 **E.** Enter the lesser of C and D, if applicable. If not applicable, enter 0.	$ 0.0000 /$100
38.	**Rate adjustment for defunding municipality.** This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information. **A. Amount appropriated for public safety in the prior year.** Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year .... $ 0 **B. Expenditures for public safety in the prior year.** Enter the amount of money spent by the municipality for public safety during the preceding fiscal year... $ 0 **C.** Subtract B from A and divide by Line 32 and multiply by $100 .... $ 0.0000 /$100 **D.** Enter the rate calculated in C. If not applicable, enter 0.	$ 0.0000 /$100
39.	**Adjusted current year NNR M&O rate.** Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.	$ 0.3849 /$100
40.	**Adjustment for prior year sales tax specifically to reduce property taxes.** Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in the prior year should complete this line. These entities will deduct the sales tax gain rate for the current year in Section 3. Other taxing units, enter zero. **A.** Enter the amount of additional sales tax collected and spent on M&O expenses in the prior year, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent .... $ 0 **B.** Divide Line 40A by Line 32 and multiply by $100 .... $ 0.0000 /$100 **C.** Add Line 40B to Line 39.	$ 0.3849 /$100
41.	**Current year voter-approval M&O rate.** Enter the rate as calculated by the appropriate scenario below. **Special Taxing Unit.** If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08. **- or -** **Other Taxing Unit.** If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.	$ 0.3983 /$100

[25] Tex. Tax Code §26.0442
[26] Tex. Tax Code §26.0443

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
D41.	***Disaster Line 41 (D41):*** **Current year voter-approval M&O rate for taxing unit affected by disaster declaration.** If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or 2) the third tax year after the tax year in which the disaster occurred If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08. [27] If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).	$ ________/$100
42.	**Total current year debt to be paid with property taxes and additional sales tax revenue.** Debt means the interest and principal that will be paid on debts that: **(1)** are paid by property taxes, **(2)** are secured by property taxes, **(3)** are scheduled for payment over a period longer than one year, and **(4)** are not classified in the taxing unit's budget as M&O expenses. **A. Debt** also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. [28] Enter debt amount .... $ 1,855,080 **B.** Subtract **unencumbered fund amount** used to reduce total debt. .... – $ 0 **C.** Subtract **certified amount spent from sales tax to reduce debt** (enter zero if none) .... – $ 0 **D.** Subtract **amount paid** from other resources .... – $ 0 **E. Adjusted debt.** Subtract B, C and D from A.	$ 1,855,080
43.	**Certified prior year excess debt collections.** Enter the amount certified by the collector. [29]	$ 249,651
44.	**Adjusted current year debt.** Subtract Line 43 from Line 42E.	$ 1,605,429
45.	**Current year anticipated collection rate.** **A.** Enter the current year anticipated collection rate certified by the collector. [30] .... 100.00 % **B.** Enter the prior year actual collection rate. .... 100.00 % **C.** Enter the 2023 actual collection rate. .... 100.00 % **D.** Enter the 2022 actual collection rate. .... 100.00 % **E.** If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. [31]	100.00 %
46.	**Current year debt adjusted for collections.** Divide Line 44 by Line 45E.	$ 1,605,429
47.	**Current year total taxable value.** Enter the amount on Line 21 of the *No-New-Revenue Tax Rate Worksheet.*	$ 1,113,384,809
48.	**Current year debt rate.** Divide Line 46 by Line 47 and multiply by $100.	$ 0.1441 /$100
49.	**Current year voter-approval M&O rate plus current year debt rate.** Add Lines 41 and 48.	$ 0.5424 /$100
D49.	***Disaster Line 49 (D49):*** **Current year voter-approval tax rate for taxing unit affected by disaster declaration.** Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.	$ ________/$100

[27] Tex. Tax Code §26.042(a)
[28] Tex. Tax Code §26.012(7)
[29] Tex. Tax Code §26.012(10) and 26.04(b)
[30] Tex. Tax Code §26.04(b)
[31] Tex. Tax Code §§26.04(h), (h-1) and (h-2)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
50.	**COUNTIES ONLY.** Add together the voter-approval tax rates for each type of tax the county levies. The total is the current year county voter-approval tax rate.	$ 0.0000/$100

SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	**Taxable Sales.** For taxing units that adopted the sales tax in November of the prior tax year or May of the current tax year, enter the Comptroller's estimate of taxable sales for the previous four quarters. [32] Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November of the prior year, enter 0.	$
52.	**Estimated sales tax revenue.** Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. [33] **Taxing units that adopted the sales tax in November of the prior tax year or in May of the current tax year.** Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. [34] **- or -** **Taxing units that adopted the sales tax before November of the prior year.** Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	$
53.	**Current year total taxable value.** Enter the amount from Line 21 of the *No-New-Revenue Tax Rate Worksheet.*	$
54.	**Sales tax adjustment rate.** Divide Line 52 by Line 53 and multiply by $100.	$ /$100
55.	**Current year NNR tax rate, unadjusted for sales tax.**[35] Enter the rate from Line 26 or 27, as applicable, on the *No-New-Revenue Tax Rate Worksheet.*	$ /$100
56.	**Current year NNR tax rate, adjusted for sales tax.** **Taxing units that adopted the sales tax in November the prior tax year or in May of the current tax year.** Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November of the prior tax year.	$ /$100
57.	**Current year voter-approval tax rate, unadjusted for sales tax.**[36] Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the *Voter-Approval Tax Rate Worksheet.*	$ /$100
58.	**Current year voter-approval tax rate, adjusted for sales tax.** Subtract Line 54 from Line 57.	$ /$100

SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	**Certified expenses from the Texas Commission on Environmental Quality (TCEQ).** Enter the amount certified in the determination letter from TCEQ. [37] The taxing unit shall provide its tax assessor-collector with a copy of the letter. [38]	$
60.	**Current year total taxable value.** Enter the amount from Line 21 of the *No-New-Revenue Tax Rate Worksheet.*	$
61.	**Additional rate for pollution control.** Divide Line 59 by Line 60 and multiply by $100.	$ /$100

[32] Tex. Tax Code §26.041(d)
[33] Tex. Tax Code §26.041(i)
[34] Tex. Tax Code §26.041(d)
[35] Tex. Tax Code §26.04(c)
[36] Tex. Tax Code §26.04(c)
[37] Tex. Tax Code §26.045(d)
[38] Tex. Tax Code §26.045(i)

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
62.	**Current year voter-approval tax rate, adjusted for pollution control.** Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	$ ______/$100

SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the sum of the prior 3 years Foregone Revenue Amounts divided by the current taxable value. [39] The Foregone Revenue Amount for each year is equal to that year's adopted tax rate subtracted from that year's voter-approval tax rate adjusted to remove the unused increment rate multiplied by that year's current total value. [40] I

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year in which a taxing unit affected by a disaster declaration calculates the tax rate under Tax Code Section 26.042; [41]
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a); [42] or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval. [43]

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit. [44]

Line	Unused Increment Rate Worksheet	Amount/Rate
63.	**Year 3 Foregone Revenue Amount. Subtract the 2024 unused increment rate and 2024 actual tax rate from the 2024 voter-approval tax rate. Multiply the result by the 2024 current total value**	
	A. Voter-approval tax rate (Line 67)	$ 0.5064/$100
	B. Unused increment rate (Line 66)	$ 0.0000/$100
	C. Subtract B from A	$ 0.5064/$100
	D. Adopted Tax Rate	$ 0.5417/$100
	E. Subtract D from C	$ -0.0353/$100
	F. 2024 Total Taxable Value (Line 60)	$ 1,052,830,104
	G. Multiply E by F and divide the results by $100. If the number is less than zero, enter zero	$ 0
64.	**Year 2 Foregone Revenue Amount. Subtract the 2023 unused increment rate and 2023 actual tax rate from the 2023 voter-approval tax rate. Multiply the result by the 2023 current total value**	
	A. Voter-approval tax rate (Line 67)	$ 0.4842/$100
	B. Unused increment rate (Line 66)	$ 0.0168/$100
	C. Subtract B from A	$ 0.4674/$100
	D. Adopted Tax Rate	$ 0.5080/$100
	E. Subtract D from C	$ -0.0406/$100
	F. 2023 Total Taxable Value (Line 60)	$ 971,313,867
	G. Multiply E by F and divide the results by $100. If the number is less than zero, enter zero	$ 0
65.	**Year 1 Foregone Revenue Amount. Subtract the 2022 unused increment rate and 2022 actual tax rate from the 2022 voter-approval tax rate. Multiply the result by the 2022 current total value**	
	A. Voter-approval tax rate (Line 67)	$ 0.5682/$100
	B. Unused increment rate (Line 66)	$ 0.0495/$100
	C. Subtract B from A	$ 0.5187/$100
	D. Adopted Tax Rate	$ 0.5680/$100
	E. Subtract D from C	$ -0.0493/$100
	F. 2022 Total Taxable Value (Line 60)	$ 781,740,710
	G. Multiply E by F and divide the results by $100. If the number is less than zero, enter zero	$ 0
66.	**Total Foregone Revenue Amount.** Add Lines 63G, 64G and 65G	$ 0.0000
67.	**2025 Unused Increment Rate.** Divide Line 66 by Line 21 of the *No-New-Revenue Rate Worksheet*. Multiply the result by 100	$ 0.0000/$100
68.	**Total 2025 voter-approval tax rate, including the unused increment rate.** Add Line 67 to one of the following lines (as applicable): Line 49, Line 50 (counties), Line 58 (taxing units with additional sales tax) or Line 62 (taxing units with pollution)	$ 0.5424/$100

[39] Tex. Tax Code §26.013(b)
[40] Tex. Tax Code §26.013(a)(1-a), (1-b), and (2)
[41] Tex. Tax Code §§26.04(c)(2)(A) and 26.042(a)
[42] Tex. Tax Code §§26.0501(a) and (c)
[43] Tex. Local Gov't Code §120.007(d)
[44] Tex. Local Gov't Code §120.007(d)

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise $500,000, and the current debt rate for a taxing unit. [44]

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit. [45]

Line	De Minimis Rate Worksheet	Amount/Rate
69.	**Adjusted current year NNR M&O tax rate.** Enter the rate from Line 39 of the *Voter-Approval Tax Rate Worksheet.*	0.3849
70.	**Current year total taxable value.** Enter the amount on Line 21 of the *No-New-Revenue Tax Rate Worksheet.*	$ 1,113,384,809
71.	**Rate necessary to impose $500,000 in taxes.** Divide $500,000 by Line 70 and multiply by $100.	$ 0.0449 /$100
72.	**Current year debt rate.** Enter the rate from Line 48 of the *Voter-Approval Tax Rate Worksheet.*	$ 0.1441 /$100
73.	**De minimis rate.** Add Lines 69, 71 and 72.	$ 0.5739 /$100

SECTION 7: Voter-Approval Tax Rate Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.[48]

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year. [49]

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago.This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
74.	**2024 adopted tax rate.** Enter the rate in Line 4 of the *No-New-Revenue Tax Rate Worksheet.*	$ ______ /$100
75.	**Adjusted 2024 voter-approval tax rate.** Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. If a disaster occurred in 2024 and the taxing unit calculated its 2024 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2024 worksheet due to a disaster, complete the applicable sections or lines of *Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet.* **- or -** If a disaster occurred prior to 2024 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2024, complete form 50-856-a, *Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet* to recalculate the voter-approval tax rate the taxing unit would have calculated in 2024 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the years following the disaster. [50] Enter the final adjusted 2024 voter-approval tax rate from the worksheet. **- or -** If the taxing unit adopted a tax rate above the 2024 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	$ ______ /$100
76.	**Increase in 2024 tax rate due to disaster.** Subtract Line 75 from Line 74.	$ ______ /$100
77.	**Adjusted 2024 taxable value.** Enter the amount in Line 14 of the *No-New-Revenue Tax Rate Worksheet.*	$ ______
78.	**Emergency revenue.** Multiply Line 76 by Line 77 and divide by $100.	$ ______
79.	**Adjusted 2024 taxable value.** Enter the amount in Line 25 of the *No-New-Revenue Tax Rate Worksheet.*	$ ______
80.	**Emergency revenue rate.** Divide Line 78 by Line 79 and multiply by $100. [51]	$ ______ /$100

[45] Tex. Tax Code §26.04(c)(2)(B)
[46] Tex. Tax Code §26.012(8-a)
[47] Tex. Tax Code §26.063(a)(1)
[48] Tex. Tax Code §26.042(b)
[49] Tex. Tax Code §26.042(f)
[50] Tex. Tax Code §§26.42(c)
[51] Tex. Tax Code §§26.42(b)

Line	Emergency Revenue Rate Worksheet	Amount/Rate
81.	**Current year voter-approval tax rate, adjusted for emergency revenue.** Subtract Line 80 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 68 (taxing units with the unused increment rate).	$ ______/$100

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. .... $ 0.5293 /$100
As applicable, enter the current year NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax).
Indicate the line number used: 26

Voter-approval tax rate .... $ 0.5424 /$100
As applicable, enter the current year voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 68 (adjusted for unused increment), or Line 81 (adjusted for emergency revenue).
Indicate the line number used: 68

De minimis rate. .... $ 0.5739 /$100
If applicable, enter the current year de minimis rate from Line 73.

SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code. [52]

print here Stan Hemphill
Printed Name of Taxing Unit Representative

sign here Stan Hemphill
Taxing Unit Representative

July 23, 2025
Date

[52] Tex. Tax Code §§26.04(c-2) and (d-2)

Date submitted: 07/23/02025

Burnet Central Appraisal District
P: (512) 756-8291
223 Pierce St
PO Box 908
Burnet, TX 78611

CERTIFICATION OF
2025 APPRAISAL ROLL
CITY OF GRANITE SHOALS

I, Stan Hemphill, Chief Appraiser for the Burnet Central Appraisal District, do solemnly swear that the attached is that portion of the approved appraisal roll of the Burnet Central Appraisal District which lists property taxable by the CITY OF GRANITE SHOALS.

2025 Appraisal Roll Information:

Market Value	$1,640,685,215
Taxable Value	$1,431,589,721
Taxable Value-Over-65	$296,816,438
Value Under Protest	$71,294,913
Owner's Estimate of Value	$49,906,439
Adjusted Taxable Value	$1,113,384,809
Freeze Levy	$939,942

2025 Anticipated Collection Rate: 100%
(Includes Current & Delinquent Tax, Penalty & Interest)

Stan Hemphill
Stan Hemphill, Chief Appraiser

7-22-2025
Date

Received By:

Date

Please feel free to contact us with any questions at (512) 756-8291. You may submit the survey via e-mail: shemphill@burnetad.org, or mail: P.O. Box 908, Burnet, TX 78611
www.burnet-cad.org

THE STATE OF TEXAS §
§
COUNTY OF BURNET §

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 3

THIS INTERLOCAL COOPERATION AGREEMENT ("AGREEMENT") IS ENTERED INTO PURSUANT TO CHAPTER 775, TEXAS HEALTH & SAFETY CODE, AND CHAPTER 791, TEXAS GOVERNMENT CODE, BY AND BETWEEN BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 3, A POLITICAL SUBDIVISION OF THE STATE OF TEXAS (HEREINAFTER REFERRED TO AS THE "DISTRICT") ACTING THROUGH THE DISTRICT'S BOARD OF EMERGENCY SERVICES COMMISSIONERS AND THE CITY OF GRANITE SHOALS, TEXAS, A TEXAS HOME RULE MUNICIPALITY, (HEREINAFTER REFERRED TO AS THE "CITY") ACTING THROUGH THE CITY'S GOVERNING BODY.

Whereas, the District's commitment is to provide services to assist in the protection of life and property from fire, hazardous materials incidents, accident, disaster, and other emergencies, and for the conservation of natural resources; and

Whereas, the City has available personnel and equipment to provide fire protection and suppression services, hazardous materials, emergency rescue services, and emergency medical first responder services.

NOW, THEREFORE, BE IT RESOLVED THAT the parties hereto agree as follows:

1. CONSIDERATION

1.01 In consideration for the monies to be appropriated for provision of emergency services to the District by the City under the terms of this Agreement, the City will provide the following services, as further set forth herein (collectively referred to below as "Fire Services") within the District's territorial boundaries, or other specific areas within the District as may be agreed to annually by the Parties on a 24-hour per day, seven-day per week basis:

Fire Protection and Suppression;
Hazardous Materials control;
Emergency Rescue;
First Responder Emergency Medical Services;
Other emergency assistance to the public at the same level as service within the City of Granite Shoals, Texas, as necessary; and,
Other incidents as dispatched by appropriate authorities.

1.02 For the consideration set forth herein, the City shall meet the following requirements adopted by the District for all services provided within the District:

1. All structure and other fires within the District will be responded to by the same minimum staffing and response protocols as provided within the City of Granite Shoals, and it is understood and agreed by the parties that the City will attempt to maintain a minimum staffing of three certified firefighters on engines;
2. All paid fire fighters of the City operating under this Agreement will be certified, at a minimum, as a Basic Fire Fighter by the Texas Commission on Fire Protection;
3. All volunteer or other fire fighters of the City operating under this Agreement will be certified, at a minimum, as a Basic Fire Fighter by the Texas State Firemen's and Fire Marshals' Association;
4. All emergency medical services first responders operating under this Agreement will be certified, at a minimum, as an emergency care attendant by the Texas Department of State Health Services;
5. Provide all of the emergency services set forth above on an equal basis with any similar services provided by the City within the territorial limits of the City of Granite Shoals, Texas;
6. Maintain at all City stations minimum staffing of four (4) paid firefighters certified by the Texas Commission on Fire Protection on a 24 hours per day, 7 days per week, 365 days per year, while at the same time continuing to allow the use of certified volunteer firefighters at all City stations on an emergency basis; and,
7. Comply with all requirements of this Agreement.

2. TERMS

2.01 The term of this Agreement shall be for a period of five years, subject to annual appropriation by the District's Board of Emergency Services Commissioners, and as set out by the terms of this Agreement. In consideration for the terms of this Agreement, the District, being a duly created political subdivision of the State of Texas located in Burnet County, Texas, agrees to provide the City with the following sums:

2.01.1 For the term of October 1, 2025 through September 30, 2026, the sum of FOUR HUNDRED THOUSAND AND 00/100 DOLLARS ($400,000.00), as approved and appropriated by the District's Commissioners from the District's tax revenues, for the provision of services set forth in paragraph 1 by the City to the entire territorial limits of the District;

2.01.2 To the extent permitted by law and subject to annual appropriation by the District's Board of Emergency Services Commissioners, it is agreed between the parties that for each additional term of this Agreement after September 30, 2026, the District shall pay an annual fee, as available and as approved by the District's Commissioners from the District's tax revenues, for the provision of services set forth in paragraph 1 by the City to the entire territorial limits of the District, according to the following schedule:

October 1, 2026 through September 30, 2027	$420,000.00
October 1, 2027 through September 30, 2028	$441,000.00
October 1, 2028 through September 30, 2029	$463,000.00
October 1, 2029 through September 30, 2030	$486,000.00

as approved by the District's Commissioners from the District's tax revenues, for the provision of services set forth in paragraph 1 by the City to the entire territorial limits of the District.

2.01.3 If the territorial limits of the District are reduced during the term of this Agreement, by annexation or otherwise, the amount of funds paid by the District hereunder shall be reduced at the same proportional rate, as defined by the change in appraised property values within the District, and the District may reduce the payment called for hereunder to account for removed territory. In the event that the District reduces its payment as provided by this paragraph, City will cease to be responsible for the area removed from the territorial limits of the District, unless said area has been annexed by the City.

2.01.4 If the territorial limits of the District are increased during the term of this Agreement, by annexation or otherwise, and the District requests the City to provide Fire Services to that annexed area, the amount of funds paid by the District hereunder shall be increased at the same proportional rate, as defined by the change in appraised property values of property within the annexed area, and the City may increase the payment called for hereunder to account for added territory. In the event that the District increases its payment as provided by this paragraph, City will be responsible for the area added to the territorial limits of the District.

2.02 The amount and method of payments of these funds will be approved by the District's Commissioners for the life of this Agreement, prior to the close of the fiscal year preceding the term for which the appropriations are made. The funds for the term of this Agreement shall be paid to the City in equal payments on a quarterly basis beginning on the fifteenth day of October, January, April, and July, with supporting justification submitted by the City complying with the approved budget and other obligations as contemplated herein. The District, in making payments hereunder for governmental functions or services, shall make payments from current or reserve funds available to the District, and in the event the District does not have current or reserve funds available for this Agreement, either party shall have the right to terminate this Agreement without penalty.

3. PAYMENTS

3.01 The funds appropriated to the City shall be remitted to the City as set forth herein. It is the District's responsibility to levy taxes at a level that is sufficient to generate the funds necessary to meet its obligations under this Agreement. If the tax revenues collected and held by the District are not sufficient to cover all of the District's obligations under this Agreement and its other obligations, the parties agree that the District shall transfer to the City a lesser amount to be determined by the District's Commissioners after considering the amount of current or reserve funds available, the District's obligations under this Agreement, and the District's financial obligations under applicable local, state, and federal law and administrative regulations and any other issue deemed relevant by the District. Any such deficiency shall be paid as soon as funds are available or as agreed to by the parties.

3.02 Pursuant to Section 775.073, Texas Health & Safety Code, and other applicable law, it is understood and agreed by the parties that any funds allocated by the District to the City hereunder are for maintenance and operation expenses only in the provision of the Fire and EMS Services set forth herein, and the City, unless otherwise agreed to by the parties hereto in writing, shall not use any District funds for the purchase, lease, or acquisition of any real or personal property, and any real or personal property of the City shall remain the sole property of the City unless District funds are used to purchase, lease, or otherwise acquire such real or personal property, with or without a written agreement between the parties hereto. The parties further agree that the District does not have any ownership interest in the real and personal property of the City as of the date of the execution of this Agreement, except for that real or personal property purchased with District funds, if any. The District payments under this Agreement shall not create an ownership interest in the real and personal property of the City and are intended to be applied solely to maintenance and operation expenses, unless District funds are used in contravention of this provision and applicable law, and used to purchase real or personal property by the City.

4. REPORTING REQUIREMENTS

4.01 The City agrees to submit to the District monthly reports, showing monthly activity and performance under this Agreement. Each report shall be delivered to the District on or before the fifteenth day of the month, or as otherwise agreed to by the District and the City.

4.02 The parties agree that the City shall submit to the District an annual inventory of fire apparatus and equipment as determined by the District, and the annual budget submitted to the City's governing body for their consideration, showing all estimated sources of revenue and all estimated expenses. The annual inventory and budget shall be submitted no later than two weeks after approval of the City's annual budget by the Granite Shoals City Council. The District's fiscal year runs from October 1 through September 30. The District's Commissioners shall not consider an appropriation of funds to the City until the annual budget request and annual inventory are submitted to the District.

4.03 The City shall comply with and maintain compliance with all licensing, training, fiscal, and other requirements imposed on the City by local, state, and federal law or administrative regulations.

4.04 The parties agree that the District shall have the right to review the City's records as they relate to City's Fire Department, or as otherwise allowed by law, and the City shall submit to the District, within 30 days of its completion, a copy of its annual audit and its audit of its fire department, if any. The District may, at its own expense, audit the fire department of the City as it deems necessary.

5. MUTUAL AID

The City participates in the statewide mutual aid system pursuant to Texas Government Code section 418.111 and other applicable law. The City represents it currently participates in mutual aid to all of the emergency services organizations or providers adjacent to the District, and shall continuously maintain those agreements for the benefit of the residents and visitors of the City and the District.

6. STATEMENT OF PARTICULARS

6.01 The City agrees to use the funds from the District to provide services set forth in paragraph 1 within the City's area of responsibility under this Agreement, subject to Paragraph 2.01.4. It is understood and agreed that for the provision of Fire Services by the City, the City's area of responsibility will be the entire territorial limits of Burnet County Emergency Services District No. 3, or as determined on an annual basis by the Parties, and on an equal basis as those services are provided within the City of Granite Shoals, Texas, and any increases to the City's area responsibility beyond that set forth herein will be agreed to by the City.

6.02 The annual approved audit of the City will be available to the District.

6.03 The parties to this Agreement affirm that the District and the City are separate entities and as such, the City is responsible for its actions as an emergency services provider and Home Rule Municipality, and the District is responsible for its actions as a political subdivision of the State of Texas. Neither party shall be responsible for the actions of the other in case of any liability for damages or other relief. Neither the City, its agents, nor any other person operating under this Agreement shall be deemed to be an agent or employee of the District, and the District shall not be liable for negligence or other conduct, acts, or omissions of any such person. Nothing in this Agreement is intended to or shall have the effect of adding to or changing the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Texas Civil Practice and Remedies Code chapter 101, or other applicable law.

7. PERFORMANCE STATEMENT

City shall:

- Assure all its emergency response personnel are appropriately trained and certified for the levels and types of service provided.

- Assure that qualified personnel are available to respond to each call to which the City is dispatched.

- Assist the District with matters related to reducing the Fire Protection Classification of the District.

- Other items that may be agreed to from time-to-time by the parties.

- Provide adequately equipped and operational emergency vehicles, equipment and personnel to respond to each call, to which the City is dispatched. At all times during the term of this Agreement, the City shall provide Fire Services and staffing to the District as it does to the City of Granite Shoals, Texas, subject to the provisions herein.

- The City shall provide suitable storage space for the District at either the City Hall or fire station to allow the District to maintain up to four locking file cabinets for its records, but in no event shall the City be responsible for the security, access to, maintenance of or damage thereto.

- The City shall provide suitable meeting space for the District to conduct its public and other meetings, subject to availability, and not to conflict with meetings of the City or its boards, commissions, personnel, or committees.

- Additional space, if required, may be provided by separate agreement.

District shall:

- Within 30 days from the effective date of this Agreement, the District shall provide City with a current map showing the boundaries of the District's response area with all major arterial streets labeled.

- Be willing to purchase equipment, subject to applicable law, that is determined by the City and the District to be necessary to provide service to the District during the term of this Agreement.

8. INDEMNIFICATION:

8.01 To the extent permitted by law, and except as otherwise provided by Section 8 of this Agreement, the City shall indemnify and hold the District, as well as its commissioners, officials, agents, volunteers, and employees, harmless from any and all claims of any type, including negligence, and all attorney's fees and related costs, made on account of any loss through personal injuries, deaths, or property damages, arising directly or indirectly out of the sole or concurrent negligence, or the sole or concurrent intentional acts or omissions of the City or its contractors, officials, agents, employees, volunteers, subcontractors, or representatives, in performing the services required under this Agreement, except where the District is concurrently negligent or has committed concurrent intentional acts or omissions.

8.02 To the extent permitted by law, and except as otherwise provided by Section 8 of this Agreement, the District shall indemnify and hold the City, as well as its governing body, officials, agents, volunteers, and employees, harmless from any and all claims of any type, including negligence, and all attorney's fees and related costs, made on account of any loss through personal injuries, deaths, or property damages, arising directly or indirectly out of the sole or concurrent negligence, or the sole or concurrent intentional acts or omissions of the District or its commissioners, officials, agents, employees, volunteers, contractors, subcontractors, or representatives in performing under this Agreement, except where the City is concurrently negligent or has committed concurrent intentional acts or omissions.

8.03 It is expressly understood and agreed that, in the execution of this agreement, neither party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against any claims by third parties arising in the exercise of its governmental powers or other powers or functions or pursuant to the Texas Tort Claims Act or other applicable statute, law, rule, or regulation.

8.04 In accordance with Texas Government Code, Section 791.006 regarding assignment of civil liability, and except as otherwise provided by applicable law, including, but not limited to, regulations regarding workers compensation insurance, each party hereto shall be responsible for injuries or death to its employees and volunteers while performing services under this Agreement. A party shall not be liable for benefits or any other compensation for injuries or death of the other party's employees or volunteers while performing services under this Agreement. An employee or volunteer shall be deemed to be performing services when en route to, en route from, or at the scene of a call or emergency. Specifically citing Texas Government Code Section 791.006 (a-1), the parties agree that, for purposes of determining civil liability for non-party claims, the act of any person or persons while fighting fires, providing rescue services, providing EMS services, traveling to or from any type of emergency call or emergency scene, or in any manner furnishing services in accordance with this Agreement, shall be the act of the party performing such act. The payment of any and all civil or other liability, including negligence, resulting from the furnishing of services in the District under this Agreement is the responsibility of the individual party performing such acts. This shall specifically include, but not be limited to, the payment of court costs, expenses, and attorneys' fees resulting from any such claim or lawsuit. The parties agree that the assignment of liability described in this Section 8 is intended to be different than liability otherwise assigned under Section 791.006 (a) of the Texas Government Code.

9. MISCELLANEOUS:

9.01 In the event that either party determines that the other party has violated any of the terms of this Agreement, the non-breaching party may notify the breaching party of the alleged violation in writing. The breaching party shall, within 30 calendar days following the date of notice, correct the deficiency and provide the non-breaching party with written confirmation that the deficiency has been corrected. If the breaching party contends that the alleged violation has not occurred or that any act or omission does not constitute a violation, it shall provide a written objection to the non-breaching party of its contention within ten (10) calendar days following the date of the notice of violation. The parties then shall attempt to resolve their differences informally. If the parties cannot reach an agreement within thirty (30) calendar days following the breaching party's notice of objection, the parties will submit the matter either to mediation, or if both parties agree, to binding arbitration. If arbitration is selected, the matter shall be submitted to an arbitrator with membership in the American Arbitration Association. If mediation is selected, the mediator selected will be by agreement of the parties, or if the parties cannot agree on a mediator, the Burnet County Judge shall select the mediator.

9.02 This Agreement is executed in Burnet County, Texas, and venue over any action relating to any provision of this Agreement shall be exclusively in Burnet County, Texas. This Agreement shall be governed by the laws of the State of Texas.

9.03 The persons signing this Agreement warrant that they are authorized to enter into this Agreement on behalf of the respective entities that they represent and to bind those entities to the provisions of this Agreement.

9.04 In the event that this Agreement is not renewed at the end of its term as stated herein, this Agreement shall remain in full force and effect after such expiration of this Agreement and shall be automatically renewed thereafter on a month-to-month basis until a new agreement is reached between the District and the City or the Agreement is otherwise terminated by either party hereto, and payments by the District to the City shall be pro-rated on a monthly basis based on the annual consideration then in effect.

9.05 This Agreement shall remain in effect as stated above, until such time as either party desires to amend or terminate this Agreement, with or without cause; provided, however, that either party's decision to terminate without cause shall not take effect until September 30 of the budget year that the terminating party provides the termination notice described by this paragraph. A party desiring to terminate this Agreement will give one year's written notice to the other party, unless one of the parties is in violation of any provision of this Agreement and the party desiring to terminate this Agreement desires to terminate for cause, in which event the Agreement may be terminated pursuant to written notice and following the notice and cure provisions stated above. The written notice shall be mailed to the below-noted addresses via U.S. certified mail, postage prepaid and return receipt requested, and the date of mailing shall be deemed the date of the postmark. Upon notice of the desire to terminate or amend the agreement, both parties may negotiate any mutually satisfactory amendment or renewal of the Agreement.

9.06 This Agreement contains the entire agreement between the parties and all prior negotiations, statements, or representations are superseded and displaced hereby. A waiver, alteration, or modification of this Agreement shall not be binding unless it is in writing and signed by both parties.

9.07 The headings of the various paragraphs of the Agreement have been inserted for convenient reference only and shall not be construed to enlarge, diminish, or otherwise change the express provisions hereof.

9.08 In the event that any one or more of the provisions contained in the Agreement shall be held to be invalid or unenforceable in any respect by a court of competent jurisdiction, such invalidity of unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision did not exist.

9.09 The governing body of each party to this Agreement shall authorize entry by such party into this Agreement.

9.10 Any notices under this Agreement, excluding reporting requirements by the parties, shall be sent by certified mail, return receipt requested, addressed to the appropriate party at the following addresses:

If to the District:	President Burnet County Emergency Services District No. 3 P. O. Box 3038 Marble Falls, Texas 78654
With a copy to:	Secretary Burnet County Emergency Services District No. 3 P. O. Box 3038 Marble Falls, Texas 78654
	Ken Campbell Burns Anderson Jury & Brenner, L.L.P. P. O. Box 26300 Austin, Texas 78755-6300
If to the City:	Mayor City of Granite Shoals 2221 North Phillips Ranch Road Granite Shoals, Texas 78654
With a copy to:	City Manager City of Granite Shoals 2221 North Phillips Ranch Road Granite Shoals, Texas 78654
	Joshua D. Katz Bickerstaff Heath Delgado Acosta LLP 3711 South MoPac Expressway Building One, Suite 300 Austin, Texas 78746
	Fire Chief City of Granite Shoals 2221 North Phillips Ranch Road Granite Shoals, Texas 78654

9.12 Any rights that either party may have under this Agreement may not be assigned without the express written permission of the other party, provided, however, that and nothing in this Agreement precludes or prevents the District from contracting with other entities to provide the same or similar services during the term of this Agreement.

9.13 Pursuant to § 775.040, *et seq.*, Texas Health & Safety Code, the District and the City are specifically authorized to charge a reasonable fee for emergency services performed for or on behalf of a person or entity, including a fee for responding to a false alarm or for a fire code inspection, and such fees may be collected as set forth therein, either by the District or the City, at the rates and under the conditions as may be agreed to from time-to-time by the parties hereto. To the extent allowed by law, the City is hereby authorized to charge the established rates and fees as charged within the City for Fire Services provided within the District; however, at no time, without the prior written approval of the District, shall the City charge a fee for emergency services performed for or on behalf of a person or entity within the District's territorial boundaries, including a fee for responding to a false alarm or for a fire code inspection, that it does not charge to its own citizens and visitors within the City of Granite Shoals, Texas.

This Agreement is executed and signed on this ______ day of _________________2025.

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 3	CITY OF GRANITE SHOALS
By: ___________________________________	By: _________________________________
Steve Tatom, President, Burnet County Emergency Services District No. 3	Ron Munos, Mayor City of Granite Shoals, Texas
ATTEST:	
_______________________________________	_______________________________________
Secretary, Burnet County Emergency Services District No. 3	City Secretary, City of Granite Shoals
APPROVED AS TO FORM:	
By: _________________________________	By: ______________________________
Ken Campbell Attorney Burnet County Emergency Services District No. 3	Joshua Katz, City Attorney City of Granite Shoals, Texas